FROM: ATTN EMMA J SMITH DESC BZC RM 2946 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222

DATE: April 29, 1999

SUBJECT: WIRE SOLICITATION SP0600-99-R-0085

- 1. This constitutes wire solicitation SP0600-99-R-0085. You are advised that the Government MAY ELECT NOT TO CONDUCT DISCUSSIONS after receipt of initial offers under this solicitation (see Clause L2.05-2, INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS (BULK) (DESC MAY 1998).
- 2. All of the terms and conditions of solicitation SP0600-99-R-0161 are hereby incorporated by reference except as noted below. A COPY OF SP0600-99-R-0161 IS AVAILABLE FROM THE DESC WEBSITE AT http://www.desc.dla.mil/main/b/sol.htm. Hard copies will only be provided upon request. Point of Contact is Emma J. Smith, 703-767-9253 (emsmith@desc.dla.mil).
- 3. Clause B14.03 SUPPLIES TO BE OFFERED (DOMESTIC BULK) (DESC MAY 1997)

FUEL, NAVAL DISTILLATE, F76 (P.P. 2.5B)
NSN 9140-00-273-2377
MIL-F-16884J (SEE CLAUSE C16.23) (DESC AUG 1998)

PURCHASE REQUEST NO. SC0600-98-0256 TOTAL ESTIMATED QUANTITY: 19,320,000 USG

NOTES:

- A. The ordering period is date of award through September 1, 1999.
- B. The delivery period is July 1, 1999 through September 1, 1999 with a 30-day carry-over period reference Clause I86.12 DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT (BULK) (DFSC JUL 1994).

F76 WEST COAST ESCALATOR F76 WEST COAST

<u>ITEM DODAAC SPLC LOCATION ST QUANTITY</u>

0001 N00244 889000296 DFSP PT LOMA CA 19,320,000

**END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT LOMA.

INCLUDES RQMTS FOR FLEET/CG/DFSP PT LOMA/NAVSTA SAN DIEGO/NAS NORTH ISLAND, CA/NAV AMP BASE/NAV SUB SUP FAC SAN DIEGO/NAV OCEAN SYS CENTER SAN DIEGO/NSWC BOAT SUPPORT/DEPT OF COMMERCE NOAA/DEPT OF COMMERCE CST/GEO/USDC NOAA NATL OCEAN SVY LAJOLA CA.

MODE	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TANKER	NONE	NONE	NONE
BARGE	NONE	NONE	NONE
PIPE	NONE	NONE	NONE

NOTE: CONTRACTOR MUST PROVIDE A 10,000-BARREL JP5 BUFFER FOR EACH PIPELINE SHIPMENT.

4. Clause B19.33 ECONOMIC PRICE ADJUSTMENT - PUBLISHED MARKET PRICE (DOMESTIC BULK) (DESC MAR 1997), applies using the West Coast F76 Platt's Oilgram Price Report, Spot Price Assessment West Coast Pipeline Low Sulfur No. 2, Los Angeles, San Francisco, Seattle, January 26, 1999 base market price of \$0.357500.

- 5. No hard copy of this solicitation will be issued. If the certifications and representations submitted under SP0600-99-R-0161 are applicable, you may include the following statement in your offer rather than resubmit this information: "All certifications and representations submitted under SP0600-99-R-0161 apply to this offer under SP0600-99-R-0085.
- 6. The following clauses contained in SP0600-99-R-0161 are not applicable under SP0600-99-R-0085 and are hereby deleted from the solicitation: F1.08 through F1.08.500 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK), F3.02 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (BULK/LUBES), I237.06 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION),
- 7. The following additional clauses are incorporated:

THE FOLLOWING CLAUSE APPLIES ONLY TO PIPELINE DELIVERIES:

F1.08.600 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DFSC APR 1986)

- (a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is from date of award through **SEPTEMBER 1, 1999.**
- (b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to **JULY 1, 1999**.
- (c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period <u>JULY 1, 1999</u> through <u>SEPTEMBER 1, 1999</u> shall not be required to-
- (1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by <u>63</u> days; or
- (2) Accumulate any such product at any such location and to subsequently make deliveries in excess of <u>50%</u> in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than <u>50</u> percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of <u>50%</u> per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such 50% quantity.
- (d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is less than 50,000 barrels. (DESC 52.242-9FBS)

THE FOLLOWING CLAUSE APPLIES ONLY TO TANKER/BARGE DELIVERIES:

F1.08.700 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DFSC APR 1986)

- (a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is from date of award through **SEPTEMBER 1, 1999.**
- (b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to **JULY 1, 1999**.
- (c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period <u>JULY 1, 1999</u> through <u>SEPTEMBER 1, 1999</u> shall not be required to-
- (1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by 63 days; or
- (2) Accumulate any such product at any such location and to subsequently make deliveries in excess of $\underline{50\%}$ in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than $\underline{50}$ percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of $\underline{50\%}$ per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such $\underline{50\%}$ quantity.

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- (d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is less than 50,000 barrels. (DESC 52.242-9FBS)
- 8. Offerors should indicate the method of invoicing in the event of an award in accordance with Clause G150.05 SUBMISSION OF INVOICES FOR PAYMENT COMMERCIAL ITEMS (BULK) (DESC JAN 1999) and Clause K45.01 FACSIMILE OR ELECTRONIC INVOICING (DFSC JAN 1998).
- 9. The closing date and time for this solicitation is MAY 13, 1999 at 3:00 PM, local time, Fort Belvoir, Virginia.
- 10. The DESC Bid Custodian facsimile number is (703) 767-8506.
- 11. If you have any questions, contact Emma J. Smith, Contract Specialist, or the undersigned at (703) 767-9253/8411, respectively.
- 12. Edith P. Duhaine, Contracting Officer, sends.